

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

IN RE:

JOHN AND DEANNA WILLIAMS

DEBTOR

)
)
)
)
)

**CASE NO. 22-10185 JDL
CHAPTER 13**

AMENDED CHAPTER 13 PLAN

COME NOW Debtors and submit their Amended Chapter 13 Plan.

CERTIFICATE OF SERVICE

Undersigned certifies that on 4-11-2022, the foregoing document was served, via United States Mail, First Class and postage pre-paid, and properly addressed to the following:

All creditors on the attached amended mailing matrix

Respectfully submitted:

S/ MIKE ROSE
MICHAEL J ROSE PC
Michael J. Rose, OBA#15523
4101 Perimeter Center Drive, Suite 120
Oklahoma City, OK 73112
(405) 605-3757 telephone
(405) 605-3758 facsimile
michaeljrosecpc@gmail.com
ATTORNEY FOR DEBTOR(S)

abel Matrix for local noticing
087-5
ase 22-10185
estern District of Oklahoma
klahoma City
ed Feb 16 08:58:26 CST 2022

SBC Western District of Oklahoma
15 Dean A. McGee
klahoma City, OK 73102-3426

avient
attn: Bankruptcy
o Box 9640
ilkes-Barre PA 18773-9640

p) OKLAHOMA TAX COMMISSION
GENERAL COUNSEL S OFFICE
00 N BROADWAY AVE SUITE 1500
OKLAHOMA CITY OK 73102-8601

p) UNITED STATES ATTORNEY'S OFFICE
10 PARK AVE SUITE 400
OKLAHOMA CITY OK 73102-5628

Anna Louise Williams
320 Norcrest Drive
Oklahoma City, OK 73121-1840

ike J Rose
101 Perimeter Center Drive
uite 120
Oklahoma City, OK 73112-2309

Deutsche Bank National Trust Company, as Tru
c/o Kivell, Rayment and Francis, PC
Adam Fiegel
7666 East 61st Street, Suite 550
Tulsa, OK 74133-1199

(p) INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATIONS
PO BOX 7346
PHILADELPHIA PA 19101-7346

Navient Solutions, LLC on behalf of
Ascendium Education Solutions, Inc.
PO Box 8961
Madison, WI 53708-8961

Select Portfolio Servicing, Inc
Attn: Bankruptcy
Po Box 65250
Salt Lake City UT 84165-0250

US Bank Trust National Association
C/O Lamun Mock Cunyngham & Davis
5613 N Classen Blvd
Oklahoma City OK 73118-4015

John Henry Williams
3320 Norcrest Drive
Oklahoma City, OK 73121-1840

Nationstar Mortgage LLC d/b/a Mr. Cooper
PO Box 619096
Dallas, TX 75261-9096

(p) NATIONSTAR MORTGAGE LLC
PO BOX 619096
DALLAS TX 75261-9096

Ocwen Loan Servicing, LLC
1661 Worthington Road
Suite 100
West Palm Beach FL 33409-6493

Shellpoint Mortgage Servicing
Attn: Bankruptcy
Po Box 10826
Greenville SC 29603-0826

United States Trustee
United States Trustee
215 Dean A. McGee Ave., 4th Floor
Oklahoma City, OK 73102-3479

John T. Hardeman
PO Box 1948
Oklahoma City, OK 73101-1948

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Internal Revenue Service
O Box 745
istrict Director
hicago IL 60690

Nationstar Mortgage
350 Hiland Dr.
Lewisville TX 75067

Oklahoma Tax Commission
Attn: Bankruptcy Division
120 N Robinson Ste 2000
Oklahoma City OK 73102

US Attorney's Office/Oklahoma
10 Park Ave., #400
Oklahoma City OK 73102

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Deutsche Bank National Trust Company, as T (u)The Bank of New York Mellon Trust Company, (u)U.S. Bank N.A., as Trustee for the regis
/o Kivell, Rayment and Francis, PC
adam Fiegel
666 East 61st Street, Suite 550
Tulsa, OK 74133-1199

End of Label Matrix
ailable recipients 18
bypassed recipients 3
Total 21

**United States Bankruptcy Court
Western District of Oklahoma**

In re JOHN AND DEANNA WILLIAMSCase No. 22-10185**CHAPTER 13 PLAN**

Check if this is an amended plan

1. NOTICES:

To Debtors: This form sets out options that may be appropriate in some cases, but the presence of an option on the form does not indicate that the option is appropriate in your circumstances or that it is permissible in your judicial district. Plans that do not comply with local rules and judicial rulings may not be confirmable.

In the following notice to creditors, you must check each box that applies.

To Creditors: Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated.

You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court. The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed. See Bankruptcy Rule 3015. In addition, you must file a timely proof of claim in order to be paid under any plan.

The plan contains nonstandard provisions set out in Section 10.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The plan limits the amount of a secured claim based on a valuation of the collateral in accordance with Section 5.C.(2)(b).	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
The plan avoids a security interest or lien in accordance with Section 9.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

2. PAYMENTS TO THE TRUSTEE: The Debtor (or the Debtor's employer) shall pay to the Trustee the sum of \$1,000.00 per month for 2 months. If the plan payment structure is in the form of step payments, the payment structure is indicated below. Plan payments to the Trustee shall commence on or before 30 days after the Chapter 13 Petition is filed. The Debtor shall turn over such additional funds as required by law and/or any Court Order.

Step payments: \$ 4,000.00 per month for 4 months, then \$16,000.00 per month for 54 months.

Minimum total of plan payments: \$ 874,000.00

The Debtor intends to pay plan payments:

☒ Direct or

☐ By wage deduction from employer of: ☐ Debtor
☐ Joint Debtor

Debtor's Pay Frequency: ☐ Monthly ☐ Semi-monthly (24 times per year) ☐ Bi-weekly (26 times per year) ☐ Weekly ☐ Other

Joint Debtor's Pay Frequency: ☐ Monthly ☐ Semi-monthly (24 times per year) ☐ Bi-weekly (26 times per year) ☐ Weekly
☐ Other

3. PLAN LENGTH: This plan is a 60 month plan.

4. GENERAL PROVISIONS:

a. As used herein, the term "Debtor" shall include both Debtors in a joint case.

b. Student loans are non-dischargeable unless determined in an adversary proceeding to constitute an undue hardship under 11 U.S.C. §523(a)(8).

- c. The Trustee will make no disbursements to any creditor until an allowed proof of claim has been filed. In the case of a secured claim, the party filing the claim must attach proper proof of perfection of its security interest as a condition of payment by the Trustee.
- d. Creditors not advising the Trustee of address changes may be deemed to have abandoned their claims.
- e. All property shall remain property of the estate and shall vest in the Debtor only upon dismissal, discharge, conversion or other specific Order of the Court. The Debtor shall be responsible for the preservation and protection of all property of the estate not transferred to and in the actual possession of the Trustee.
- f. The debtor is prohibited from incurring any debts except such debts approved pursuant to the Court's directives or as necessary for medical or hospital care.

5. DISBURSEMENTS TO BE MADE BY TRUSTEE:

A. ADMINISTRATIVE EXPENSES:

- (1) Estimated Trustee's Fee: 10 %
- (2) Attorney's Fee (unpaid portion): \$ fee applic to be paid through plan in monthly payments
- (3) Filing Fee (unpaid portion): \$ NA

B. PRIORITY CLAIMS UNDER 11 U.S.C. § 507:

(1) DOMESTIC SUPPORT OBLIGATIONS:

(a) Debtor is required to pay all post-petition domestic support obligations directly to the holder of the claim.

(b) The name(s) of the holder(s) of any domestic support obligation are as follows:

None

(c) Anticipated Domestic Support Obligation Arrearage Claims. Unless otherwise specified in this Plan, priority claims under 11 U.S.C. § 507(a)(1) will be paid in full pursuant to 11 U.S.C. § 1322(a)(2). These claims will be paid at the same time as secured claims. Any allowed claim for a domestic support obligation that remains payable to the original creditor shall be paid in full pursuant to the filed claim, unless limited by separate Court Order or filed Stipulation.

☐ Arrearage shall be paid through wage assignment, pursuant to previous Order entered by a non-bankruptcy Court.

☐ Arrearage shall be paid in full through the plan.

Name	Estimated arrearage claim	Projected monthly arrearage payment in plan
NA	\$	\$
	\$	\$

(d) Pursuant to §§ 507(a)(1)(B) and 1322(a)(4), the following domestic support obligation claims are assigned to, owed to, or recoverable by a governmental unit, and shall be paid as follows:

Claimant and proposed treatment:	NA
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(2) OTHER PRIORITY CLAIMS:

(a) Pre-petition and/or post-petition priority tax claims shall be paid in full pursuant to the filed claim unless limited by separate Court Order or filed Stipulation.

Name	Estimated Claim
IRS	\$9,905.00
OTC	\$41,310.65

(b) All other holders of priority claims listed below shall be paid in full as follows:

Name	Amount of Claim
NA	\$
	\$

C. SECURED CLAIMS:

(1) PRE-CONFIRMATION ADEQUATE PROTECTION: Pre-confirmation adequate protection payments to the following Creditors holding allowed claims secured by a purchase money security interest in personal property shall be paid by the Trustee through the plan as provided below. Adequate protection payments shall not be paid until the Creditor files a proof of claim, with proper proof of security attached.

Name	Collateral Description	Pre-Confirmation Monthly Payment
		\$
		\$
		\$

(2) SECURED DEBTS WHICH WILL NOT EXTEND BEYOND THE LENGTH OF THE PLAN:

(a) SECURED CLAIMS NOT SUBJECT TO VALUATION: Secured creditors with a purchase money security interest securing a debt either incurred within the 910-day period preceding the filing of the bankruptcy petition where the collateral is a motor vehicle acquired for personal use, or incurred within the 1-year period preceding the bankruptcy petition where the collateral is any other thing of value, shall be paid in full with interest at the rate stated below. The amount stated on an allowed proof of claim controls over any contrary amount listed below.

Name	Collateral Description	Estimated Amount of Claim	Monthly Payment	Interest Rate
VAC M20 Fund / Shellpoint	1309 NE 45th Street	\$9,209.54	\$ pro rata	4.5 %
IRS	tax lien	\$161,372.39	\$ pro rata	4.5 %
OTC	tax lien	\$3,843.97	\$ pro rata	4.5 %

(b) SECURED CLAIMS SUBJECT TO VALUATION: All other secured creditors, except secured tax creditors, shall be paid the proposed secured value with interest in the amounts stated below. To the extent the proposed secured value exceeds the secured claim, only the claim amount, plus interest shall be paid. Secured tax claims shall be paid as filed unless limited by separate Court Order.

NOTE: The valuation of real estate requires the filing of a motion to determine value and the entry of a separate Court Order before any proposed secured value of real estate stated below may be approved.

Name	Collateral Description	Proposed Secured Value	Monthly Payment	Interest Rate
Nationstar Mortgage / BNYM	1500 McDonald Drive	\$66,000.00	\$ pro rata	4.5 %
Nationstar Mortgage / BNYM	10018 Isaac Drive	\$87,000.00	\$ pro rata	4.5 %
US Bank National Trust Assn	1619 Downing Street	\$100,000.00	\$ pro rata	4.5 %
Select Portfolio Service	1416 NE 44th St	\$52,500.00	\$ pro rata	4.5 %

(3) DEBTS SECURED BY PRINCIPAL RESIDENCE WHICH WILL EXTEND BEYOND THE LENGTH OF THE PLAN (LONG-TERM DEBTS):

Name	Collateral Description	*Monthly Ongoing Pymt	*1 st Post-petition Payment	*Estimated Amt of Arrearage	Interest On Arrearage
NRZ	3320 Norcrest Drive	\$1373.00	\$month 3	\$3,301.54	4.5 %
		\$	\$	\$	%
		\$	\$	\$	%

*The "1st post-petition payment" is the monthly ongoing mortgage payment which comes due between the petition date and the due date of the first plan payment. The arrearage amounts, monthly ongoing payment, and 1st post-petition payment are estimated and will be paid

(4) OTHER SECURED DEBTS WHICH WILL EXTEND BEYOND THE LENGTH OF THE PLAN (LONG-TERM DEBTS):

Name	Collateral Description	*Monthly Ongoing Pymt	*1 st Post-petition Payment	*Estimated Amt of Arrearage	Interest On Arrearage
OCWEN / BNYM	3104 N Coltrane	\$656.92	\$month 3	\$1,490.17	4.5 %
OCWEN / BNYM	4801 Coble Street	\$590.81	\$month 3	\$1,490.17	4.5 %
US Bank	3204 N Bryant	\$830.46	\$month 3	\$2,025.63	4.5 %
Select Portfolio Serv	1808 Hardin Drive	\$300.25	\$month 3	\$13,997.00	4.5 %
Select Portfolio Serv	2601 N Bryant	\$490.00	\$month 3	\$1,184.60	4.5 %

* The "1st post-petition payment" is the monthly ongoing payment which comes due between the petition date and the due date of the first plan payment. The arrearage amounts, monthly ongoing payment, and 1st post-petition payment are estimated and will be paid according to the amount stated on the claim unless objected to and limited by separate Court Order. The interest rate to be paid on the arrearage and the 1st post-petition payment is reflected above.

D. UNSECURED CLAIMS:

(1) Special Nonpriority Unsecured claims shall be paid in full plus interest at the rate stated below, as follows:

Name	Amount of Claim	Interest Rate
NA	\$	%
	\$	%
	\$	%

(2) General Nonpriority Unsecured: Other unsecured creditors shall be paid pro-rata approximately 0 percent, unless the plan guarantees a set dividend as follows:

Guaranteed dividend to non-priority unsecured creditors: 0

6. DIRECT PAYMENTS BY DEBTOR: The Debtor shall make regular payments directly to the following creditors:

Name	Amount of Claim	Monthly Payment	Collateral Description if Applicable
	\$	\$	
	\$	\$	
	\$	\$	

NOTE: Direct payment will be allowed only if the debtor is current on the obligation, the last payment on the obligation comes due after the last payment under this plan, and no unfair preference is created by the direct payment.

7. EXECUTORY CONTRACTS AND UNEXPIRED LEASES: The plan rejects all executory contracts and unexpired leases, except as follows:

Name	Description of Contract or Lease
NA	

8. SURRENDERED PROPERTY: The following property is to be surrendered to the secured creditor, with a deficiency allowed, unless specified otherwise. The Debtor requests the automatic stay be terminated as to the surrendered collateral upon entry of Order Confirming Plan or other Order of the Court.

Name	Amount of Claim	Collateral Description
NA	\$	

9. **LIEN AVOIDANCE:** No lien will be avoided by the confirmation of this plan. Liens may be avoided only by separate Court Order, upon proper Motion including reasonable notice and opportunity for hearing.

Liens Debtor intends to avoid:

Name	Amount of Claim	Description of Property
NA	\$	
	\$	
	\$	
	\$	

10. **NONSTANDARD PLAN PROVISIONS:** Any nonstandard provision placed elsewhere in this plan is void.

☒ By checking this box certification is made by the Debtor, if not represented by an attorney, or the Attorney for Debtor, that the plan contains no nonstandard provision other than those set out in this paragraph.

Date 4/11/2022

Signature S/ John Henry Williams Jr.

Debtor

Date 4/11/2022

Signature S/ DeAnna Louise Williams

Joint Debtor

S/ Michael J Rose

Attorney Signature

Michael J Rose

Attorney Name

15523

Bar Number

4101 Perimeter Center Dr Ste 120

Address

Oklahoma City, OK 73112

City, State, Postal Code

(405) 605-3757

Telephone Number

(405) 605-3758

Fax Number

michaeljrosepc@gmail.com

Email Address

Attorney for Debtor(s)